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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

TUMKUR DISTRICT.

Notification dated 28th August 1940.

It is notified for general information that the exclusive right of collecting Tupra leaves on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations for 1940-43 will be sold talukwar at the places mentioned below, by the District Forest Officer, Tumkur, or by the Range Forest Officer concerned.

Taluk	Place and date of sale	Remarks
1. Madhugiri ..	District Forest Office, Tumkur, 25th September 1940	
2. Kortagere ..	Do do do	
3. Sira ..	Do do do.	

N.B.—(*a*) Government have reserved their power of issuing individual licences for *bona fide* local consumers free or otherwise.

(*b*) Excludes the produce of Inam, Jodi, Khayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as village forests.

1. *The auction* sale will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possessio of a certificate from the Amildar of the Taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such a certificate.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale, a sum of Rs. 25 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce abovedescribed will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer, or the Chief Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into any Government Treasury one-fourth sale amount including the deposit already made together with cesses of one anna and nine pies per rupee on the full sale amount and the balance of three-fourth sale amount will be paid in three equal instalments as follows :—

1st khist on or before 1st November 1940.
2nd khist on or before 1st July 1941.
3rd khist on or before 1st February 1942.

In default to pay the instalment on due dates, the produce, if any, seized, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim to any surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of Land Revenue under Section 79 of the Mysore Forest Act or any other law for the time being in force.

7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions hereunder mentioned, duly furnishing a security deposit equal to one-fourth of the sale amount. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Chief Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officer before they enter State forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer, of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Chief Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

The lessee shall be considered a wholesale dealer for the collection and export of leaves and shall not interfere with licenses issued by the department for small quantities of leaves to *bona fide* local beedi manufacturers. (*Vide* G. O. No. I. C. 1059-68—Ft. 26-23-6, dated 31st August 1923 and G. O. No 8079-89—Ft. 314-26-2, dated 21st March 1927, *re* free removals of headloads.)

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurence of fires in forests, in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the taluk all produce collected and sold under the terms of the lease, before the close of the period of contract.

(*h*) Neither the lessee nor his servants shall enter the State Forest, either before sunrise or after sunset.

(*i*) That the lessee should improve the crop by proper coppicing in time to the satisfaction of the District Forest Officer or any other officer deputed by him in this behalf.

(*j*) That the lessee is subject to the condition that the existing concessions in regard to the free removal of Tupra leaves by head-loads by beedi makers should not be interfered with.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, deposit forfeited, and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

10. Interest at 6¼ per cent per annum on all belated payments will be charged.

P. A. MOHAN RAM,
District Forest Officer.